

# EXHIBIT C

# Levin-Epstein & Associates, P.C.

Attorneys at Law  
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New York, NY 10165  
Telephone: (212) 792-0048

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## **AGREEMENT TO PROVIDE LEGAL SERVICES**

May 24, 2022

**By Email Only**

Tristan Taveras

Dear Mr. Taveras:

We are pleased that you have chosen to retain the services of Levin-Epstein & Associates, P.C. Pursuant to Part 1215 of the Joint Rules of the Appellate Division, this letter will set forth the scope and terms of the retention:

### ***I. THE PARTIES***

Tristan Taveras (the “Client”) hereby retains **Levin-Epstein & Associates, P.C.** to provide legal services to Client in connection with a prospective lawsuit to be filed in the United States District Court by, alleging that Client’s employers committed, *inter alia*, certain violations of the Fair Labor Standards Act and the New York Labor Law.

### ***II. SCOPE OF REPRESENTATION***

The representation you have sought from this office may be time-consuming. In order to give you an understanding of what is involved, the following is our best estimate of the steps involved in the representation:

1. Investigate the dispute described above by reviewing documents, including, but not limited to, contractual agreements and personal correspondences;
2. Perform legal research related to the causes of action that may be brought forth and determine the viability of such causes of action;
3. Consult with Client on questions pertaining to filing of said action; and
4. File the necessary legal documents and prosecute the case accordingly.

As with any estimate, the steps outlined above may alter with time as events unfold of which we are presently unaware or which are not within our control.

### **III. CLIENT'S RIGHTS AND RESPONSIBILITIES**

The Appellate Divisions of the State of New York have enacted a Statement of Client's Rights, a copy of which is attached hereto.

### **IV. CONTINGENCY ARRANGEMENT**

Client agrees to pay Levin-Epstein & Associates, P.C. a fee of 40% of any recovery obtained, in addition to out of pocket expenses and costs. This agreement does not cover attorney's fees in the event of an appeal. Attorneys shall not be obligated to render services in connection with an appeal without additional compensation.

**If no recovery on the claim is made on behalf of the Client, no fee shall be due and owing to Levin-Epstein & Associates, P.C.**

Levin-Epstein & Associates, P.C. may as the court to award reasonable fees to be paid by the defendant, but not the Client, at the rate of Joshua Levin-Epstein, Esq. \$450, Jason Mizrahi \$350, and paralegals \$100.

The contingent fee, payable as set forth in the fee provision of this contract, shall be based on the total amount recovered (gross) exclusive of any costs incurred in prosecuting the claim, unless some other formula for computing the claim is agreed to in writing by Levin-Epstein & Associates, P.C. and Client.

The Client consents that Levin-Epstein & Associates, P.C. shall have a lien on all of Client's documents, funds or assets in Levin-Epstein & Associates, P.C.'s control for the payment of all sums due to Levin-Epstein & Associates, P.C. from the Client under the terms of this agreement.

### **V. OUT OF POCKET EXPENSES**

The Client acknowledges that Levin-Epstein & Associates, P.C. will incur various expenses in providing legal services to the Client. The Client agrees to reimburse Levin-Epstein & Associates, P.C. for all out-of-pocket expenses incurred by Levin-Epstein & Associates, P.C., at the prevailing rate, or if the Client is billed directly for these expenses, to make prompt, direct payments to the originators of the bills. Such expenses include, but are not limited to, court fees, charges for filing papers, courier or messenger services, recording and certifying documents, photocopying and printing costs, Lexis, Westlaw and other computerized data bases, investigations, witnesses, overtime clerical assistance, travel expenses and postage.

### **VI. ADDITIONAL SERVICES**

This agreement only covers the above-referenced services. Levin-Epstein & Associates, P.C. is not obligated to take appeals or defend against appeals. Levin-Epstein & Associates, P.C. agrees to assist Client in locating and retaining appellate counsel if that becomes necessary. Fees charged by appellate counsel shall be paid by the Client and in the event appellate counsel agrees

to a contingent fee or to defer collection of fees, these appellate counsel fees shall be treated as liens against the file and not expenses.

**VII. ACKNOWLEDGEMENT OF TRANSLATION**

Client confirms that this Agreement has been translated to Client in Client's native language, and that Client understands the terms of this Agreement and that Client is signing this Agreement voluntarily.

**VIII. CONCLUSION**

This agreement is a binding contract. As a result, if any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing this agreement. Otherwise, please sign the agreement and return it to me.

On behalf of the firm, we are pleased to represent you in this matter. If you have any questions, please feel free to call.

Very truly yours,

Jason Mizrahi, Esq.

**I have read this letter and consent to the terms of this agreement.**

  
\_\_\_\_\_  
TRISTAN TAVERAS  
\_\_\_\_\_  
Tristan Taveras  
\_\_\_\_\_  
5211.22  
Dated: \_\_\_\_\_

**CONSENT TO SUE**

By my signature below, I hereby authorize the filing and prosecution of claims in my name and on my behalf to contest the failure of Value Service and Yuval Inc. and their owners and affiliates to pay me, *inter alia*, overtime wages as required under state and/or federal law and also authorize the filing of this consent in the lawsuit challenging such conduct, and consent to being named as a representative plaintiff in this action to make decisions on behalf of all other plaintiffs concerning all aspects of this lawsuit. I have been provided with a copy of a retainer agreement with the law firm of Levin-Epstein & Associates, P.C., and I agree to be bound by its terms.

**TRISTAN TAVERAS**

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Tristan Taveras

Dated: \_\_\_\_\_

## **STATEMENT OF CLIENT'S RIGHTS**

- 1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.**
- 2. You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).**
- 3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.**
- 4. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.**
- 5. You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.**
- 6. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.**
- 7. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).**
- 8. You have the right to privacy in your dealings with your lawyer and to have your secrets and confidence preserved to the extent permitted by law.**
- 9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.**
- 10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.**